



Carlos Jackson
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

June 15, 2004

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE TRANSFER OF PARQUE DE LOS SUENOS TO THE COUNTY OF LOS ANGELES (1)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a Transfer Agreement, presented in substantially final form, to transfer Parque de los Suenos, "Park of Dreams" (the "Park"), located in unincorporated East Los Angeles, from the Community Development Commission to the County of Los Angeles.
2. Authorize the Executive Director to negotiate and execute all necessary documents for the transfer of the Park to the County of Los Angeles, to be effective following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director, to transfer, upon receipt, City of Commerce redevelopment tax increment funds received by the Commission through Fiscal Year 2009-2010, to an interest-bearing trust fund established by the County of Los Angeles to reimburse the County Department of Parks and Recreation for the Park's operation and maintenance expenditures.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to transfer to the County of Los Angeles the Park, and operation and maintenance funds, to ensure that communication of issues or concerns related to the Park are addressed by the appropriate County department.

FISCAL IMPACT/FINANCING:

The total development cost of the Park is approximately \$2,920,267. On October 8, 2002 and July 8, 2003, your Board authorized the Commission to apply for Safe Neighborhood Parks Proposition A funds totaling \$1,950,000 for land acquisition, construction and related costs. In addition, a total of \$970,267 in Community Development Block Grant (CDBG) funds, allocated to the First Supervisorial District, funded design services, relocation, a portion of the acquisition costs, demolition, required site work and related development costs.

The Department of Parks and Recreation estimates the Park's annual operation and maintenance costs to total \$31,630. Upon receipt of the City of Commerce redevelopment tax increment funds by the Commission, these funds through Fiscal Year 2009-2010, will be deposited into a trust fund to reimburse the Department of Parks and Recreation for costs related to the operation and maintenance of the Park. Utilizing the current assumptions relating to receipt of the redevelopment tax increment funds, the Commission estimates a total of \$486,000 will be received, which, is anticipated to fund approximately 15 years of operation and maintenance costs. After all trust funds have been utilized, the Department of Parks and Recreation will include the on-going annual park operation and maintenance funds in its submitted operating budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 25, 2003, your Board approved a CDBG contract with Shane's Inspiration to provide design services for the Park, formerly known as Union Pacific Park. Shane's Inspiration is a non-profit organization that specializes in the design and development of parks and playgrounds that are universally accessible. On September 23, 2003, your Board approved a Development Agreement with Shane's Inspiration, under which the firm was to secure the services of a qualified contractor to develop the site and oversee construction. Construction of the Park is currently underway and is scheduled to be completed by July 1, 2004.

The 1.62-acre Park is located at 1329-1333 and 1338 Union Pacific Avenue, in the unincorporated Union Pacific Revitalization Area of East Los Angeles. The main park is comprised of seven parcels and when complete, will consist of a playground area, benches, restrooms, landscaping, lighting and fencing. Two parcels located directly across the street are being developed with a basketball court and surface parking.

On September 1, 1998, your Board approved a Memorandum of Understanding (MOU) between the Commission, the City of Commerce, and Van Waters & Rogers, Inc. (VWR). Under the terms of the MOU, the Commission would receive redevelopment tax increment funds through Fiscal Year 2009-2010 to provide for improvements in the Union Pacific area. A portion of these funds has been used for community development activities in the Union Pacific area. The Commission will transfer the remaining accumulated funds, and the funds to be received from the City of Commerce over the next six fiscal years, to the trust fund for the Park to finance park operation. One of the conditions of fund transfer will be that if the site use changes from that of a community park, the balance of the City of Commerce redevelopment tax increment funds will revert to the Commission.

The Chief Administrative Office is also presenting this matter as a separate item on today's agenda.

ENVIRONMENTAL DOCUMENTATION:

An Environmental Assessment was prepared for the project pursuant to the requirements of the National Environmental Policy Act of 1969 (NEPA). This document describes the proposed project, evaluates the potential environmental effects, and describes the mitigation measures necessary to avoid potentially significant environmental effects from the project. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was adopted by the Community Development Commission on January 8, 2002. Following the required public and agency comment period, the U.S. Department of Housing and Urban Development issued a Release of Funds for the project effective February 13, 2002.

Consistent with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Article 14, Section 15221, notice was provided to the public that the Environmental Assessment would be used in place of an Initial Study to satisfy CEQA requirements. Based on the conclusions and findings of the Environmental Assessment, a Mitigated Negative Declaration was adopted by your Board on September 23, 2003. Filing of the Notice of Determination on September 29, 2003, along with adoption of the Mitigated Negative Declaration, in conjunction with the Mitigation Monitoring Plan, meets the requirements of CEQA.

Honorable Board of Commissioners

June 15, 2004

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IMPACT ON CURRENT SERVICES:

Transfer of the Park from the Commission to the County will allow for the efficient, long-term operation of the Park and will provide a universally accessible recreational area for the residents of the unincorporated Union Pacific Revitalization Area in East Los Angeles.

Respectfully submitted,

CARLOS JACKSON

Executive Director

Attachment: 1

ATTACHMENT 1 PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of June 2004, by and between COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic (Commission) and the COUNTY OF LOS ANGELES, a public body, corporate and politic (County). Based upon the mutual consideration provided for herein, the County and the Commission agree as follows:

1. Recitals. This Agreement is made with respect to the following facts which each party agrees are true and correct:

- a) Commission is the owner of certain real property described in the attached Exhibit A and located at 1329-1333 and 1338 Union Pacific Avenue in the unincorporated Union Pacific Revitalization Area of East Los Angeles. All improvements located thereon, and all rights, privileges, easements and appurtenances attached thereto are hereinafter referred to as the Property.
- b) Commission desires to convey the Property to the County, and County desires to accept the conveyance of Property from Commission, for the consideration and on the terms and conditions hereinafter set forth.

2. Costs. All costs and expenses related to this transaction shall be paid by the County, including but not limited to, the cost of a title insurance policy, if any, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.

3. Conveyance. Commission shall convey the Property to County by Quitclaim Deed (Deed), attached as Exhibit B, subject to: a) all taxes, interest, penalties and assessments of record assessed but not yet due, if any; b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any; c) and any other encumbrance or interest in the Property, recorded or unrecorded, if any; d) approval by the Commission's Board of Commissioners and the County's Board of Supervisors.

4. Use Restriction. The Property is being conveyed subject to an expressed condition to be included in the Quitclaim Deed that the County agrees not to change the use of the Property or any part of the Property from a park use without the express written authorization of the Board of Commissioners of the Commission for a period of five (5) years subsequent to the issuance of a Certificate of Completion of construction of the park use facility improvements on the Property and said facility becomes available to the public. Such approval by the Board of Commissioners of the Commission may be conditioned by certain regulatory requirements stipulated by the Community Development Block Grant program as promulgated by the United States Department of Housing and Urban Department.

5. Remedies. In the event of any breach of any covenants contained in this Agreement, the Commission, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Agreement shall be for the benefit of and shall be enforceable only by the Commission, its successors and assigns.

6. Recording. The Deed shall vest title to the Property in the name of the County as follows: County of Los Angeles.

Commission shall transmit to County a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the County by the Recorder at the following address: County of Los Angeles, c/o Chief Administrative Office, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012.

7. Condition of the Property. County acknowledges that Commission is transferring the Property "as-is" solely in reliance on Commission's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by the Commission. County has been given the full opportunity to inspect the Property prior to execution of this Agreement.

8. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Commission to County upon recordation of the Deed.

9. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

10. Notices. All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Commission: Community Development Commission of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
ATTENTION: Carlos Jackson
Executive Director

County: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Carlos Brea, Manager
Property Management

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

11. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

12. Severability. In the event any portion of this Agreement shall be declared by any court or competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

13. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

14. Required Actions of Commission and County. Commission, with the approval of the Commission's Board of Commissioners, and County, with the approval of County's Board of Supervisors, agree to execute all such instruments and documents and to take all action as may be required in order to consummate the transfer of Property herein contemplated.

15. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Commission and County.

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IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By: _____
CARLOS JACKSON, Executive Director

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By: _____
Deputy

Upon approval of this Agreement, a signed copy will be mailed to the County of Los Angeles.

COUNTY OF LOS ANGELES

By: _____
DAVID E. JANSSEN, Chief Administrative Officer

ATTEST:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

**EXHIBIT A
LEGAL DESCRIPTION**

LOTS 3 TO 7 INCLUSIVE IN BLOCK 3 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 7 AND 8 IN BLOCK 13 OF TRACT NO. 4510, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49 PAGES 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE SOUTH 40 FEET OF LOT 2, IN BLOCK 3 OF TRACT NO. 4301, AS PER MAP RECORDED IN BOOK 50, PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE EASTERLY 40 FEET THEREOF.

THE EASTERLY 40 FEET OF LOTS 1 AND 2 IN BLOCK 3 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE WESTERLY 35.50 FEET OF THE EASTERLY 75.50 FEET OF LOT 1 AND THE WESTERLY 35.50 OF THE EASTERLY 75.50 FEET OF THE NORTHERLY 10 FEET OF LOT 2 IN BLOCK 3 OF TRACT 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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EXHIBIT B
QUITCLAIM DEED

Recording Requested by:

Community Development Commission
of the County of Los Angeles

After Recordation, Mail to:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code.

Assessor Parcel Nos. 5241-020-900, 901, 902, 903, 904 & 905 and 5242-017-900.

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic, of the State of California (herein called "Grantor"), hereby grants to the COUNTY OF LOS ANGELES, a public body, corporate and politic (herein called "Grantee"), the real property (the "Site") legally described in the document attached hereto, labeled Exhibit 1, and incorporated herein by this reference.

1. The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that the Grantee, its successors and assigns, shall maintain the Site and any improvements thereon, shall keep the Site free from any accumulation of debris or waste materials and shall maintain any landscaping in a healthy condition. The foregoing covenant shall run with the land.
2. The Property is being conveyed subject to an expressed condition that the County agrees not to change the use of the Property or any part of the Property from a park use without the express written authorization of the Board of Commissioners of the Commission for a period of five (5) years subsequent to the issuance of a Certificate of Completion of construction of the park use facility improvements on the Property and said facility becomes available to the public. Such approval by the Board of Commissioners of the Commission may be conditioned by certain regulatory requirements stipulated by the Community Development Block Grant program as promulgated by the United States Department of Housing and Urban Department.
3. In the event of any breach of any covenants contained in this Quitclaim Deed the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper

proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.

4. In the event of any express conflict between this Quitclaim Deed and the Acquisition Agreement, the provisions of this Quitclaim Deed shall control.

[illegible]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this _____ day of _____ 2004.

GRANTOR:

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By _____
CARLOS JACKSON, Executive Director

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

The provisions of this Quitclaim Deed are hereby approved and accepted.

GRANTEE:

COUNTY OF LOS ANGELES

By _____
DAVID JANSSEN, Chief Administrative Officer

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

State of California
County of Los Angeles

On _____, before me, _____, personally

appeared, _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to
me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Signature

State of California
County of Los Angeles

On _____, before me, _____, personally

appeared, _____
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1. The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that the Grantee, its successors and assigns, shall maintain the Site and any improvements thereon, shall keep the Site free from any accumulation of debris or waste materials and shall maintain any landscaping in a healthy condition. The foregoing covenant shall run with the land.
2. The Grantee shall not sell, transfer, convey, or assign, the whole or any part of the Site without the prior approval of the Grantor. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site.
3. The Grantor shall have the right, at its option, to reenter and take possession of the Site hereby conveyed with all improvements thereon, and revest in the Grantor the estate conveyed to the Grantee,

if after conveyance of title the Grantee or any successor in interest shall:

- a. Abandon or substantially suspend the park use of the Site for a period of six (6) months after written notice of such abandonment or suspension from the Grantor; or
 - b. Transfer, or suffer any involuntary transfer of the Site, or any part the Site, for a period of five (5) years subsequent to the issuance of a Certificate of Completion of construction of the park use facility improvements on the Site and said facility becomes available to the public, or
 - c. Change the use of the Site or any part of the Site from a park use without the expressed written authorization of the Board of Commissioners of the Grantor for a period of five (5) years subsequent to the issuance of a Certificate of Completion of construction of the park use facility improvements on the Site and said facility becomes available to the public. Such approval by the Board of Commissioners of the Grantor may be condition by certain reporting requirements for Community Development Block Grant fund uses as promulgated by the United States Department of Housing and Urban Department.
4. In the event of any breach of any covenants contained in this Quitclaim Deed the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.
 5. The Grantee shall market the park use facility to residents of the Los Angeles Urban County, which includes the unincorporated areas of the County and the cities participating in the Los Angeles Urban County Community Development Block Grant Program.
 6. In the event of any express conflict between this Quitclaim Deed and the Acquisition Agreement, the provisions of this Quitclaim Deed shall control.

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IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this _____ day of _____ 2004.

GRANTOR:

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By _____
CARLOS JACKSON, Executive Director

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

The provisions of this Quitclaim Deed are hereby approved and accepted.

GRANTEE:

COUNTY OF LOS ANGELES

By _____

State of California
County of Los Angeles

On _____, before me, _____,
personally

appeared, _____

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Signature

State of California
County of Los Angeles

On _____, before me, _____,
personally

appeared, _____

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